Windstream SASE with Cato Networks

Service Level Agreement

This Service Level Agreement ("SLA") only applies to Windstream's SASE with Cato Networks product, as defined herein (the "Service"). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer's obligations.

1. Description of the Service

The Service covered under this SLA is Windstream's Secure Access Service Edge with Cato Networks (commonly referred to as "SASE with Cato Networks"), which is a managed solution that provides a secure overlay network to interconnect customer locations and the cloud with security elements The Service includes the following:

- Hardware provided by Windstream and located at the customer premises (referred to herein as "Socket");
- Cloud software by Cato Networks that steers application traffic real time based on business policy rules provided by, or set forth by the Customer;
- Viewing and/or administrative access to a centralized management console; and
- Up/down monitoring of Socket and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support.
- Inherent dynamic WAN utilization, allows the Service to select the best available WAN connection based on the characteristics of the traffic flows & application profiles that have been defined by Windstream and the customer.
 - Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration.
- Provides analytics that show the performance and utilization statistics for circuits and applications at the Customers' premise.
- A Secure Web Gateway (SWG) that protects users against phishing, malware and other Internetborne threats. Unlike traditional firewalls, Secure Web Gateways are focused on layer 7 web traffic inspection, both inbound and outbound.
- A Next Generation Firewall as a Service (FWaaS) that truly eliminates the appliance form factor, making network security (URL Filtering, IPS, AM, NG-AM, Analytics, MDR) available everywhere. In essence, the entire organization is connected to a single, logical global firewall with a unified application-aware security policy
- Optional Add-Ons:
 - Cloud Access Security Broker (CASB) enables enterprises a comprehensive view of their SaaS usage via a Shadow IT dashboard, which provides high-level statistics as well as application specific data. Application risk assessment is evaluated using Cato's unique Application Credibility Engine (ACE) which collects information regarding the application's purpose, publisher, security, and compliance. It then calculates a risk score which can be used to determine the most suitable access policy. CASB supports highly

granular access policies, enforced inline in real-time. This level of granularity will warrant an out-of-path API approach in many competing solutions.

- Software Defined Perimeter (SDP) sometime also referred to as Zero Trust Network Access (ZTNA) provides an integrated client-based and clientless remote access solutions as part of the Cato Cloud. Users benefit from optimized and secure access to all applications on-premises and in the cloud while at home or on the road. Cato enforces strong authentication and granular access control as well as deep packet inspection of all traffic against threats. The global, cloud-scale platform seamlessly supports any number of users and applications globally
- NGAM (Next-Generation Anti-Malware) or NGAV (Next-Generation Anti-Virus). Cato uses SentinelOne's Nexus SDK to identify threats without signatures and stop zero-day malware from ever reaching endpoints.
- IPS (Intrusion Prevention System) is a technology for securing networks by scanning and blocking malicious network traffic. By identifying suspicious activities and dropping packets, an IPS can help reduce the attack surface of an enterprise network. Security attacks like DoS (Denial of Service), brute force attacks, viruses, worms and attacking temporary exploits can all be prevented with an IPS.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Failure of power, equipment, services, or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;

- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires a Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements; and
- Any Service Outage for sites connected by only one active access loop; and
- Election by the Customer to order only a single cellular wireless access loop at a Service location, be it temporary.

2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

2.3. Diverse Connect Covered Location:

A Customer location with Diverse Connect solution and the following conditions are met: (i) Customer orders diverse access from Windstream with diverse building entry; in the event Customer waives diverse building entry, any outage caused by failure of the building entry facilities will not be covered by this SLA; (ii) Customer orders a high availability (HA) SASE with Cato Networks configuration on premise; and (iii) Customer must have a Continuous Power Source, such as a UPS or backup generator, capable of supplying power to the sockets for a minimum of two (2) hours and must keep both sockets in an active state (i.e. powered-up) at all times.

2.4. Service Availability:

"Service Availability" is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to Socket failure (unless customer has purchased High Availability), nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Product Criteria	SLA	Service Credit
Diverse Connect	100%	15% of the Monthly Recurring
Covered	(≤ 1 second of service	Charge
Location	unavailability per month)	
with HA SD-WAN		
	99.999%	No SLA credit
	(≤ 26 seconds of service	
	unavailability per month)	
	99.99% < Actual	3% of the Monthly Recurring Charge
	Availability	
SD-WAN	< 99.999%	
	99.00% < Actual	5% of the Monthly Recurring Charge
	Availability	
	< 99.99%	
	Actual Availability <	10% of the Monthly Recurring
	99.00%	Charge

Continental United States locations (Not including Alaska)

2.5 Socket Replacement for Locations within Continental United States (Not Including Alaska)

During the contract term, Windstream will replace failed Socket 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

3. Credits

When Customer's Service fails to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to their account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

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3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the service, maintenance is intended to have minimal impact on the Service.

4.1 Scheduled Maintenance

The term "Scheduled Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, network capacity, including without limitation operating system patches, antivirus and malware prevention updates, policy revisions, firewall updates, implementation of new features, bug fixes, and the like. Scheduled Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. shall mean structured asneeded maintenance intended to prevent problems and update the network services, including without limitation operating system patches, antivirus and malware prevention updates, policy revisions, firewall updates, implementation of new features, bug fixes, and the like. Routine Maintenance is intended to have minimal impact on the Service

4.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Maintenance may temporarily degrade the quality of Customer's Service, including the possibility of causing short-duration outages. Such effects related to Emergency Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Maintenance at any time deemed necessary to preserve the services.

5. Support

All customer support, both written and verbal, will be in English unless otherwise agreed to by Windstream. If translation services are required, additional charges may apply as follows:

\$1.75 per minute for all languages, billed in 15-minute increments

\$10.00 flat fee for interpreter to call Customer directly

Charges will be added to Customer's billing account for the next available billing cycle.

6. Limitation of Liability

Windstream's total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NEWORK, SOFTWARE, SECURITY, EQUIPMENT OR SERVICE ISSUES.